

On the letterhead of the Company

EMPLOYMENT CONTRACT

This Employment Contract is made at **{Enter City, State}** and effective this **1st Day of January, 2016**

BETWEEN: **Mr./Ms.....** (the "Employee") **S/o.D/o.W/o. Mr.**
....., an Indian Resident residing at: **.....**
....., India.

➤ **the Party to the First part**

AND: **..... Ltd.** (the "Company"), a **Private Limited Company/Partnership Firm**
registered in India having its registered office at: **.....**, India.

➤ **the Party to the Second part**
(Collectively referred to as "Parties")

The term Party to the First Part and Second Part or Parties wherever occurs shall include its heirs, successors, assignors, legal representatives, executors or administrators wherever the context so admits.

This Contract is entered by the Parties subsequent to the issue of appointment letter or execution of the employment contract dated the **1st Day of January, 2016.**

WHEREAS, the Company desires to employ the Party to the First Part and the said Party desires to be employed/appointed by the Company in employment for the post of **Designation & Department**

Employee Service Conditions: Following are the terms and conditions associated with your employment:

"Company" or "**{SHORT COMPANY NAME}**" for all purposes shall mean **{FULL COMPANY NAME}**

"You" or "Candidate" for all purposes shall mean **Mr./Ms.**

1. Remuneration:

Your monthly gross salary will be **Rs.** (Rupees **.....** only). The allowances, incentives and other benefits of your employment will be as per Company policies as applicable from time to time and based on performance, as may be mutually decided by the Company

and the Candidate.

2. Period of Probation:

Your employment by the Company is subject to a probationary period of up to {Enter month in number (in words)} months, during which time you will be required to demonstrate to the Company's satisfaction your suitability for the position in which you are employed. During the period of probation, the Company shall be in a discretionary power to remove or extend your probation period depending on your performance and occupational efficiencies for the position in which you are employed.

3. Place of Employment:

The Candidate's initial place of posting/employment will be in {Enter City, State} and the Candidate shall have to travel to different cities during the tenure of his/her employment.

Company has business units/offices in different cities of India and the Candidate may be transferred within or across business units based on the requirement of Company. The Candidate acknowledges the business requirement and agrees for such shifting of employment location. {DELETE IF NOT APPLICABLE}

You may be required to travel on Company work and you will be reimbursed expenses as per Company policies.

Your travel/conveyance allowance/reimbursement is strictly between yourself and the Company. It has been determined based on numerous factors such as nature of assignment, job role and skills. This information and any changes made therein should be treated as personal and confidential.

4. Training and Development:

During the course of your employment, to enable you to discharge your duties efficiently, Company may invest in you by providing you specialized and/or certified job-related training. If you choose to separate from the Company after undergoing the training (before a minimum period as may be communicated prior to such training), Company has the right to recover any and all expenses expended on your training including and not limited to associated expenses thereof.

5. Confidentiality Clause:

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The Candidate recognizes and acknowledges that the system, business materials, marketing strategies, operational planning, product/service pricing policies, client details, salary, revenues, user information, software knowledge and all system documentation relating thereto ("Proprietary Information") which Company owns, plans or develops, whether for its own use or for use by its clients or relating thereto are confidential and proprietary to the Company. The Candidate further recognizes and acknowledges that in order to enable the Company to perform services for its clients, such clients may furnish to the Company Confidential Information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to the Company depends upon, among other things, the Company and its employees (Candidate) keeping such services and information confidential (collectively, including Company systems and Company's client information, the "Confidential Information")

6. Non- Disclosure Clause:

The Candidate agrees that, except as directed by the Company, the Candidate will not at any time, whether during or after his/her employment with the Company, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Candidate or otherwise coming into the Candidate's possession or control without the prior written permission of the Company. Any separate Agreement entered between the Candidate and the Company, elaborating this Clause, shall be construed as part of this Contract and shall be fully binding on both the Parties.

7. Non- Competition Clause:

The Candidate agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to the Company and its reputation, or to clients of the Company, Candidate shall not, until the expiration of {Enter months in number (in words)} months after the termination of the employment relationship between the Company and the Candidate, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with the Company and its services. Any separate Agreement entered between the Candidate and the Company, elaborating this Clause, shall be construed as part of this Contract and shall be fully binding on both the Parties.

Your employment is also contingent upon your ability to work for the Company without restriction i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer. However subsequently if any non-compete obligations are discovered you shall be personally liable for the same.

8. Minimum period of Employment:

The Candidate acknowledges that substantial costs and time will be invested on him for training him specifically for effectively handling the job responsibilities and any discontinuance of the employment before the expiry of the {Enter months in number (in words)} months term would unfairly prejudice the Company, and as such, the Candidate undertakes not to leave the services of the Company, for any reason what so ever, for a minimum period of {Enter months in number (in words)} months from the date of his/her joining the services of the Company. Any separate Agreement entered between the Candidate and the Company, elaborating this Clause, shall be construed as part of this Contract and shall be fully binding on both the Parties.

9. Termination of Contract:

The Candidate shall serve a notice period of {Enter days in number (in words)} days for/before separating from the Company's services.

The Company and the Candidate acknowledges and agrees that the serving of notice for leaving the service of the Company is essence of the Contract and shall be strictly adhered to.

The Company shall have the right to terminate this Contract/Agreement at any time for lack of performance, for non-disciplinary behaviour or for any breach of this Agreement without any prior notice.

Upon your resignation or retirement from the company or termination of your services, you are required to return all assets and properties of the Company such as systems, business materials, documents, correspondence, machines, data, files, books etc.

If you are absent for a continuous period of 5 working days without obtaining management's approval, company may construe this as an act of abandonment and will proceed to follow the process as defined under the policy concerned.

You will retire in the normal course from the services of the company at the end of the month in which you attain the age of superannuation, which is 58 years.

10. Miscellaneous Provisions:

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- i. You have confirmed that you shall be exclusively working for the company and will not either directly or indirectly take up any employment, engage in any business, educational courses or engage in any service with any other person or entity either on part-time basis or otherwise.
- ii. You will strictly adhere to the guidelines, policies and/or code of conduct of the Company pertaining to working hours, leaves, dress code, office cultures and conducts and will work within the frame work of the company policies as decided from time to time.
- iii. If any information furnished by you in your application for employment or during the selection process, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
- iv. It is your responsibility to notify the Company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details etc.) within 3 working days.
- v. You will abide by the Employee Service Conditions as enumerated above. Any and all of the terms and conditions of service may be modified, altered or changed at any time by the Company at its discretion.

You are required to sign and submit a copy of this letter of appointment and agreement as a token of your acceptance of Company's terms and conditions.

We once again welcome you to our team and look forward to your contribution towards **success** of the organization and yourself.

Thanking You.

Best Regards,

For **{Enter FULL COMPANY NAME}**

.....
Managing Director/Director/CEO/Partner/Proprietor

Verified and Accepted:

I have read, understood and accepted the above Employee Service Conditions/Contract. I understand that the Employee Service Conditions are the basis of my employment with the Company. I have also ensured that the Company has good future prospects and is capable of offering me career growth. I am under no obligation or duress to accept these terms and conditions of employment, I accept them of my own free choice and will.

.....

Date: 01/01/2016

Documents Submitted:

- 1. Identity Proof
- 2. Address Proof
- 3. Other Documents